AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to

Professional Services Agreement with R.F. McDonald Company, of Modesto, for

Repair of Boiler at White Slough Water Pollution Control Facility (\$11,495)

**MEETING DATE:** May 2, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: 

> to professional services agreement with R.F. McDonald Company, of Modesto, for repair of boiler at White Slough Water Pollution Control

Facility, in the amount of \$11,495.

**BACKGROUND INFORMATION:** The City Manager executed a professional services agreement with

> R.F. McDonald Company on March 13, 2012, in the amount of \$19,750 for the re-tube of Cleaver Brooks Boiler CB200-50 at the White Slough

Water Pollution Control Facility.

During the re-tube work performed on the boiler, a cracked Morrison tube was discovered. The contractor, R.F. McDonald, verified the cracked Morrison tube requires replacement and provided a cost estimate of \$11,495 to replace and complete the necessary repairs. Boilers are critical equipment that provide the heat required to operate the anaerobic digestion process for solids treatment at the White Slough Water Pollution Control Facility.

Staff recommends approval of Amendment No. 1 to the R.F. McDonald Company professional services agreement, resulting in a net increase in contract value of \$11,495.

FISCAL IMPACT: Repairs to this boiler are necessary to maintain efficient operation.

**FUNDING AVAILABLE:** Wastewater Capital (171493): \$11,495

Deputy City Manager/Internal Services Director

F. Wally Sendelin Public Works Director

Prepared by Larry Parlin, Deputy Public Works Director - Utilities FWS/LP/pmf

APPROVED:

Konradt Bartlam, City Manager

# AMENDMENT NO. 1

# R.F. MacDonald Company Professional Services Agreement

made and entered this day of May,	OFESSIONAL SERVICES AGREEMENT, is 2012, by and between the CITY OF LODI, a Y), and R.F. MACDONALD COMPANY
<u>WITNESSETH:</u>	
<ol> <li>WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on March 13, 2012, as set forth in Exhibit 1 (attached).</li> </ol>	
<ol><li>WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2; and</li></ol>	
3. WHEREAS, CONSULTANT agrees to said amendment;	
NOW, THEREFORE, the parties agrees as set forth in the Agreement as Exhibits 1 a	ee to amend the Scope of Services and Fee, nd 2.
IN WITNESS WHEREOF, CITY Amendment No. Ion	and CONSULTANT have executed this, 2012.
CITY OF LODI, a municipal corporation Hereinabove called "CITY	R.F. MACDONALD COMPANY Hereinabove called "CONSULTANT
KONRADT BARTLAM	Name:
City Manager	Title:
Attest:	
RANDI JOHL, City Clerk	
Approved as to Form:	

D. STEPHEN SCHWABAUER City Attorney

#### **AGREEMENT FOR PROFESSIONAL SERVICES**

# ARTICLE 1 PARTIES AND PURPOSE

### Section 1.1 Parties

THIS AGREEMENT is entered into on Liceth, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and R.F. MacDonald (hereinafter "CONTRACTOR").

#### Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and Incorporated by this reference.

CITY wishes to enter into an agreement with **CONTRACTOR** for retubing of Boiler No. 1 at White Slough Water Pollution Control Facility (hereinafter "Project") **as** set forth *in* the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

# ARTICLE 2 SCOPE OF SERVICES

#### Section 2.1 Scope of Services

CONTRACTOR, for the benefit and *at* the direction of CITY, **shall** perform the Scope of Services as set forth in Exhibit A.

#### Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

#### Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

#### Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY, The Scope of Services shalt be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all sewices within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

#### **Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

#### Section 2.6 Term

The term of this Agreement commences on October 1, 2011 and terminates upon the completion of the Scope of Services or on October 1, 2012, whichever occurs first,

# ARTICLE 3 COMFIT SATION

# Section 3.1 <u>Compensation</u>

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on **a** monthly basis, or as otherwise agreed, providing, without limitation, details **as** to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

#### Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy **all** records pertaining to performance of this Agreement, CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant *to* **a** matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

# ARTICLE 4 MISCELLANEOUS PROVISIONS

### Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

# Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

### Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

## Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

#### e 4.6 Insurance Requirements for NT

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

#### **Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent: to any such transfer shall be at the sole discretion of CITY.

#### Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent hy first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi

221 West Pine Street

P.O. Box 3008

Lodi, CA 95241-1910 Attn: Kenny Capitanich

To CONTRACTOR: R.F. MacDonald Co.

1549 Cummins Drive Modesto, CA 95358 Attn: Anthony Marino

#### Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

# Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY, CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof

#### Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

# Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and ctearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

#### Section 4.93 Applicable Law, Jurisdiction, Severability, arid Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

#### Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to petforming any work hereunder.

## Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

### Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as lo those matters contained herein. No prior oral or written underslanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

#### Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

#### Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the *validity of* any other provision of this Agreement.

#### Section 4.19 Ownership of Documents

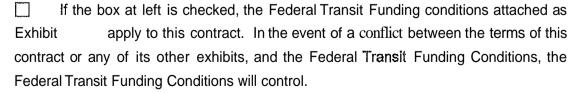
All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

# Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

#### Section 4.21 Federal Transit Funding Conditions



# IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation ATTEST:

RANDI JOHL City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER, City Attorney JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: R.F. MACDONALD CO.

By: \_\_\_ Name: Title:

Sean Skile General more

**Attachments:** 

Exhibit A - Scope of Services

Exhibit B - Fee Proposal

Exhibit C - Insurance Requirements

Exhibit D - Federal Transit Funding Conditions (if applicable)

Doc ID:PSA#-MSC16

FUNDING SOURCE: WASTERWATER CAPITAL (171493)

CA:rev.09.2011

# **SCOPE OF SERVICES**

This project consists of R.F. MacDonald Co. retubing Boiler No. 1 and replacing the rear tube plate located at White Slough Water Pollution Control Facility. Price including Labor, Materials, and tax will be \$19, 749.00. The total cost of this project shall not exceed \$49, 750.00. An itemized list of work to be completed is included in the fee proposal, attached hereto as Exhibit B.



1549 Cummins Drive Modesto, CA 95358 Phone: 209.576.0726 Fax: 209.576.1312 www.rfmacdonald.com

todi Wastewater Treatment Plant 12751 North Thornton Road Lodi CA September 16, 2011

SAN FRANCISCO
FRESNO
LAG VEBAS
LOS ARGELES
SAN DIEGO
RENO

Reference Quote: LWWTMF7232011AM

Attention: Kenneth Capitanich

Phone: 209.333.6832 Pax: 209.333.6867

E-Mail: Kcapitanich@lodi.gov

#### Kenneth.

In response to your inquiry for a quotation, R.F. MacDonald Co. is pleased to provide the following quotation for your review **and** consideration,

### Retube Your Cleaver-Brooks CB200-50 SN OL096460

- Lock out energy sources
- Open front and rear beads
- Cut out all (49) boiler tubes
- Remove hand hole plates and clean all gasket faces
- Wash out boiler of all loose scale and debris
- Remove complete rear tube sheet,
- Clean and prep area far new rear tube sheet.
- Set, place and weld new tube sheet to manufacturer specifications,
- Prepare tube **sheet** and perform Liquid **dye** test on sheet to check cracks
- Provide and install (49)2.5" x ,105 m/w SA 178A boiler tubes (tubes are upgraded from .095 m/w to .105 m/w tubes)
- Roll and bead front tube attachments and upper rear attachments
- Seal weld hot pass war tube attachments
- Stress relieve seal welds
- Provide and install new hand hole gaskets and McD&M level control gaskets
- . Fill unit
- Provide State Authorized Inspector to witness hydro test of unit
- Install new fireside gaskets and close front and rear heads
- All welding to be done in accordance with ASME and NBIC rules and regulations
- File all necessary ASME and NBIC code paperwork
- Provide code welding inspection/inspector for NBIC compliance.
- Combustion tuning not included in this proposal.

Price Including Labor, Materials, and tax is......\$19,749.00



- Not Covered: Any work that is not specifically described above
- Unit needs to be cool at time of repairs
- Any additional work found upon further inspection or during repairs will be at an additional cost

#### General Terms and Conditions

Quotation is valid for 30 days. Sales tax, freight, installation (including boil-out, electrical connection, insulation and utilities) start-up, etc. are riot included unless specifically stated in body of quotation. Permits from building department and the Air Pollution Control District may be required but are not included unless specifically stated. Unless noted otherwise, we have not included only special air pollution emission control equipment or source testing that may be required, If required, please contact us for a quotation. Buyer cannot return any material without our express written authorization and upon terms and payments to R. F. MacDonald Co. of nny re-stocking charges up to 100% of the purchase amount.

If work is deferred at your request, we reserve the right to re-quote if prices have changed. We have not included any provisions for handling, removing, or disposing of any asbestos containing material. All labor is at normal working hours. Night, weekend or holiday work is not included unless otherwise noted. Orders entered and subsequently canceled are subject to the remedies provided by the Uniform Commercial Code,

Claims: You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt, We suggest you call the canier immediately upon noticing any possible freight related damage and arrange for inspection before proceeding with wpncking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims. No claim for expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the company.

Service Charges We reserve the right to take action to collect any invoice which is not paid when due, Wc also assess a late payment SERVICE CHARGE on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1 ½% of the amount remaining unpaid on each such date.

This policy will be applied to customers who permit their account to become delinquent. It is your responsibility to notify R.F. MacDonald Co. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies not in collecting a service charge, but in receiving timely payment of your invoice.

In Warranty Materials and Disclaimer of Warranties: You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturer's standard warranty unless otherwise specifically expressed in writing.

You will be invoiced in the regular manner for all material and parts even though it may be an in-warranty transaction. Credit will be issued promptly on our receipt of proof of return, and, as long as the return is within the prescribed time limit and has been properly

authorized. Please note that withholding payment of any invoice in anticipation of an in-warranty credit is not consistent with our terms of sale.



R.F. MacDonald Co. makes no warranty expressed or implied of any kind. We make no claim of fitness or merchantability or any other warranty, expressed or implied, nor is anyone else, whether employed by R.F. MacDonald Co., or not, authorized to do so on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness.

In no event shall R.F. MacDonald Co. be liable to you or any person, corporation or other type of legal entity for any special, direct, indirect incidental or consequential damage of airy kind, including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost-of-replacement-goods, inder-costs-or-other-charges-in-connection-with-product-use-or-malfunction, the repair-or-replacement of defective-parts whether such claims are alleged in strict liability, negligence, tort, contract-or-otherwise and even If R.F. MacDonald Co, is informed in advance of the possibility of such damages.

Normal Use and Service: Normal use and service implies that failure due to accident, misuse, abuse, or neglect is not covered by the warranty. Any damage caused by replacement parts not provided by R. F. MacDonald Co. or the manufacturer will void the warranty. Deviation from recommended application, system design; installation or service practices may be considered misuse and/or abuse.

Warranties are conditioned upon the equipment being properly maintained and operated within the equipment's capacity under normal load conditions with competent supervised operators, and proper water conditioning (where applicable).

Not Covered Costs: Warranty does not include routine and preventative maintenance service. Typical routine and maintenance items:

- Misc. adjustments (i.e. pilots, igniters, level controls, pressure/temperature switches, other limit switches, flame scanner alignment, etc)
- General cleaning (Oil, water, gas, air filters or strainers)
- Torque of boits (valve packing, boiler head bolts, valve flange bolts, etc)
- \* Refractory care (i.e., Minor expansion crack repair, wash-coating, etc.)
- Combustion and/or linkage adjustment (Four combustion checks and adjustments annually are typical)
   Please refer to the manufacturers operating and maintenance instructions for additional details of the requirements of your new equipment.

Date:
Mike Flora
Mike Flora Boilermaker Foreman
RF MacDonald Co, Office (209)576-0726 Cell (209)595-6172

Fax

(209)576-0751



<u>Insurance Requirements for Contractor</u> The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages *for* personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

#### 1. COMPREHENSIVE GENERAL LIABILITY

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Ea. Occurrence

\$1,000,000 - Ea. Occurrence

NOTE: Contractor agrees and stiputates that any insurance coverage provided to the City of Lodi shall provide for a ciaims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seg.).

NOTE: (1) The street address of the <u>CITY OF LODI</u> must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the <u>project</u> that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

#### (a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

#### (b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply **as** primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

#### (c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

### (d) Notice of Cancellation or Change in Coveraae Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will <u>any</u> work begin on a project until the proper insurance certificate is received by the City.



1549 Cummîns Drive Modesto, CA 95358 Phone: 209.576.0726 Fax: 209.576.1312 www.rfmacdonald.com

> San Francisco Fresnc Las Vegas Los Angeles San Diego Reno

City of Lodi Wastewater Treatment Plant 12751 North Thornton Road Lodi, CA 95240

Reference Ouote: CL-AM04042012

Attention: Kenneth Capitanich

Phone: 209.333.6832

E-Mail: Kcapitanich@lodi.gov

#### Kenneth.

In response to your inquiry for a quotation, R.F. MacDonald Co. is pleased to provide the following quotation for your review and consideration.

#### Replace Cracked Morrison Tube on Cleaver Brooks Boiler CB200-50

- Lock out energy sources
- Remove burner housing and demo existing Morrison tube, throat and liner tile and front furnace flange.

April 04,2012

- Replace with new RFM supplied Factory Spec Morrison Tube.
- Install new furnace flange and throat and liner tiles as specified by Cleaver Brooks using all Cleaver Brooks Factory materials.
- Needle gun all interior surfaces of the pressure vessel for removal of scale build up.
- Provide State Authorized Inspector to witness hydro test of unit
- All welding to be done in accordance with ASME and NBIC rules and regulations
- File all necessary ASME and NBIC code paperwork
- Provide code welding inspection/inspector for NBIC compliance.
- Combustion tuning not included in this proposal.

- *Not Covered:* Any work that is not specifically described above
- Unit needs to be cool at time of repairs
- Any additional work found upon further inspection or during repairs will be at an additional cost

#### RESOLUTION NO. 2012-50

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH R.F. MCDONALD COMPANY FOR REPLACEMENT OF CRACKED MORRISON TUBE ON CLEAVER BROOKS BOILER CB200-50 FOR WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

WHEREAS, the City Manager executed a Professional Services Agreement with R.F. McDonald Company on March 13, 2012, in the amount of \$19,750 for the re-tube of Cleaver Brooks Boiler CB200-50 for the White Slough Water Pollution Control Facility: and

WHEREAS, during the re-tube work, a cracked Morrison tube was discovered. and the contractor verified the cracked Morrison tube requires replacement and provided the cost estimate to replace and complete the necessary repairs; and

WHEREAS, boilers are critical equipment that provide the heat required to operate the anaerobic digestion process for solids treatment; therefore, staff recommends approval of Amendment No. 1 to the R.F. McDonald Company Professional Services Agreement, resulting in a net increase in contract value of \$11,495.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Amendment No. 1 to the Professional Services Agreement with R.F. McDonald Company, of Modesto, California, for replacement of the cracked Morrison tube on Cleaver Brooks Boiler CB200-50 for White Slough Water Pollution Control Facility in the amount of \$11,495; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amendment.

May 2, 2012 Dated:

\_\_\_\_\_\_\_

I hereby certify that Resolution No. 2012-50 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, by the following vote:

AYES:

COUNCIL MEMBERS - Hansen, Johnson, Katzakian, and

Mayor Mounce

NOES:

COUNCIL MEMBERS - None

ABSENT:

COUNCIL MEMBERS - Nakanishi

ABSTAIN: COUNCIL MEMBERS - None

City Clerk